

# **EXHIBIT A**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Joseph Wright, Jr.,	)	CIVIL ACTION No.: 2021-CP-40- _____
	)	
Plaintiff,	)	
	)	
vs.	)	<b>SUMMONS</b>
	)	<b>(Jury Trial Demanded)</b>
	)	
Love's Travel Stops & Country Stores, Inc.,	)	
	)	
Defendant.	)	

YOU ARE HEREBY SUMMONED and required to file an Answer to the Complaint in the Clerk of Court of the Common Pleas where this action is pending, and to serve a copy of your Answer to the said Complaint to Goings Law Firm, LLC, 1510 Calhoun Street, Columbia, South Carolina, 29201, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint. A copy of the Complaint is herewith served upon you.

Respectfully submitted,

By: /s/ Robert F. Goings  
 Robert F. Goings (S.C. Bar # 74855)  
 Jessica L. Gooding (S.C. Bar # 101210)  
 Christopher M. Paschal (S.C. Bar # 104722)  
 Goings Law Firm, LLC  
 1510 Calhoun Street  
 Post Office Box 436 (29202)  
 Columbia, South Carolina 29201  
 Email: rgoings@goingslawfirm.com  
       jgooding@goingslawfirm.com  
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 Phone: (803) 350-9230  
 Fax: (877) 789-6340  
*Attorneys for Plaintiff*

November 19, 2021  
 Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
Joseph Wright, Jr.,	)	CIVIL ACTION No.: 2021-CP-40- _____
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Love's Travel Stops & Country Stores, Inc.,	)	<b>COMPLAINT</b>
	)	<b>(Jury Trial Demanded)</b>
Defendant.	)	

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The Plaintiff, complaining of the Defendant herein, would respectfully show unto this Honorable Court the following:

1. Plaintiff Joseph Wright, Jr. is a citizen and resident of Richland County, South Carolina.
2. Defendant Love's Travel Stops & Country Stores, Inc. is a corporation organized and existing under the laws of a state other than the State of South Carolina, but licensed to perform business within this state.
3. Defendant owns and operates the Love's Travel Stops & County Store # 657, located at 2015 Bluff Road, Columbia, South Carolina 29201.
4. Jurisdiction and venue are proper in this Court because the tortious acts or omissions giving rise to this action occurred in Richland County, South Carolina.

### **FACTS**

5. On or around April 20, 2021, Plaintiff was traveling as an over the road truck driver and stopped at the Love's Travel Stops & Country Stores #657 to fuel his truck and to use the men's shower and restroom.

6. Plaintiff entered the store and requested a shower. Plaintiff was advised the showers were not ready. Plaintiff then went to eat and, after eating, went to the manager and the manager allowed him entry into the shower.

7. Following his shower, Plaintiff was walking to get his towel when he slipped and fell due to a slippery residue on the floor, causing injury to his back, knee, and shoulder.

8. Following his fall, Plaintiff spoke with the manager and the manager advised that the floors had been sprayed with sanitizer and the sanitizer was not allowed to properly dry before Plaintiff was allowed to enter the showers.

9. Defendant exercised significant control over the maintenance of the Love's Travel Stops & County Store #657 and had a duty to reasonably inspect, repair, replace, direct, regulate, govern, administer, and oversee the management of the premises.

10. Defendant had the duty and responsibility to maintain and inspect the showers provided for use by patrons of Love's Travel Stops & County Store #657.

11. Defendant failed to maintain and inspect the showers resulting in serious injury to Plaintiff.

12. When Plaintiff fell, he suffered a traumatic, life-altering, and permanently debilitating injury to his shoulder, back and knee. Among other things, Plaintiff suffered a complete tear of his rotator cuff, resulting in surgery to his left shoulder.

13. As a result of these injuries, Plaintiff has incurred, and will continue to incur in the future, pain management and related medical expenses, permanent disability and impairment, and has suffered, and will continue to suffer in the future, physical and mental pain and suffering, mental and emotional anguish, stress, and a loss of enjoyment of life. Plaintiff has also incurred lost wages.

**FIRST CAUSE OF ACTION**  
**(Negligence/Gross Negligence)**

14. Plaintiff incorporates by reference all allegations set forth in the preceding paragraphs as if fully stated herein.

15. Defendant owed Plaintiff a legal duty to use reasonable and prudent care in the inspection and maintenance of the showers and floors in the men's shower and a restroom area at the Love's Travel Stops & County Store #657.

16. Defendant created an unsafe and dangerous condition in the men's shower and restroom area, and failed to remedy the unsafe and dangerous condition.

17. Defendant owed Plaintiff a legal duty to discover risks and take all reasonable precautions to prevent, warn of, remedy, or eliminate foreseeable risks that they knew or should have known to be unsafe or represent a dangerous condition on the subject premises.

18. Defendant, by and through their agents, servants, and employees, breached their duties owed to Plaintiff and were negligent, careless, reckless, grossly negligent, willful and wanton through one or more of their acts and omissions:

- a) In creating a dangerous, unsafe and defective condition on said premises, which constituted a hazard to its patrons;
- b) In allowing a dangerous, unsafe and defective condition to remain when it knew or should have known of the conditions of the premises, and that the same was unsafe and dangerous and likely to cause serious bodily harm to Plaintiff and others on said premises;
- c) In failing to exercise that degree of care which a reasonably prudent person would have exercised under the same circumstances;
- d) In failing to properly maintain and inspect the showers and floors, thus making it unsafe for Plaintiff and other patrons;

- e) In failing to notify or warn Plaintiff of the existence of the dangerous, unsafe and hazardous condition on said premises, although the Defendant knew, or by exercise of reasonable care, should have known of the said dangerous, unsafe and hazardous condition;
- f) In failing to take every, or in fact, any precaution to avoid the dangerous, unsafe and hazardous condition existing on the premises;
- g) In failing to have proper guides or warning signals to notify patrons of the dangerous, unsafe and hazardous condition;
- h) In maintaining a latent condition which constituted a danger to the Plaintiff and other customers;
- i) In failing to maintain the premises pursuant to applicable regulations, codes, and standards;
- j) In failing to enact, or otherwise follow, store procedures, policies and protocols that would prevent the hazard on the premises; and
- k) In failing to follow proper store procedures, policies and protocols, including but not limited to the Maintenance and Inspection policies, Customer Injury policies, and Customer Accident Investigation and Reporting Procedures.

All of which were the direct and proximate cause of the injuries and damages suffered by Plaintiff.

19. Plaintiff is entitled to a judgment against Defendant to compensate him for past, present, and future actual damages and punitive damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff prays this Honorable Court for judgment against the Defendant for: (a) actual and consequential damages; (b) punitive damages; (c) pre-judgment interest; (d) costs and attorney's fees in instituting this action; and (e) for such other and further legal and equitable relief as this Honorable Court may deem just and proper.

**[SIGNATURE PAGE TO FOLLOW]**

Respectfully submitted,

By: /s/ Robert F. Goings  
Robert F. Goings (S.C. Bar # 74855)  
Jessica L. Gooding (S.C. Bar # 101210)  
Christopher M. Paschal (S.C. Bar # 104722)  
Goings Law Firm, LLC  
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*Attorneys for Plaintiff*

November 19, 2021  
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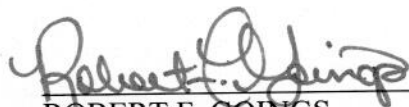
**COMPLAINT**  
**JURY TRIAL DEMANDED**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Joseph Wright, Jr.,	)	CIVIL ACTION No.: 2021-CP-40-05728
	)	
Plaintiff,	)	
	)	<b>AFFIDAVIT OF SERVICE</b>
vs.	)	
	)	
Love's Travel Stops & Country Stores, Inc.,	)	
	)	
Defendant.	)	

PERSONALLY APPEARING BEFORE ME, the undersigned, who, after being duly sworn, deposes and states:

A copy of the Summons, Complaint and Plaintiff's First Set of Interrogatories and Requests for Production to Defendant were personally served upon Defendant Love's Travel Stops & Country Stores, Inc., on November 24, 2021, by and through C T Corporation System, as registered agent for service for Defendant Love's Travel Stops & Country Stores, Inc., via certified mail restricted delivery. A copy of the return receipt is attached hereto.

FURTHER AFFIANT SAYETH NOT.



ROBERT F. GOINGS  
ATTORNEY FOR PLAINTIFF

**SWORN TO AND SUBSCRIBED BEFORE ME**  
this 30<sup>th</sup> day of November, 2021.

 (L.S.)

Leslie C. Clamp  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 02-20-2030



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p><b>CT Corporation System</b>  <b>2 Office Park Court, Suite 103</b>  <b>Columbia, SC 29223</b></p>		<p>A. Signature <input type="checkbox"/> Agent</p> <p><b>X</b> <input checked="" type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service label)</p> <p><b>9590 9402 5848 0038 4060 15</b></p> <p><b>7020 0640 0000 3226 5212</b></p>		<p>B. Received by (Printed Name)</p> <p><b>Joseph Wright, Jr.</b></p> <p>C. Date of Delivery</p> <p><b>11-24-21</b></p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>			
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	